Use and Non-Disclosure Agreement (NDA)

Program Manager (PM), Command and Control Systems (C2S), Product Manager (PdM), Tactical Hardware and Infrastructure (TH&I)

The undersigned, _____(Insert Name)_____, an authorized representative of the _____(Insert Company Name)_____, (which is hereinafter referred to as the "Recipient") requests the Government to provide the Recipient with technical data or computer software (hereinafter referred to as "Data") in which the Government's use, modification, reproduction, release, performance, display or disclosure rights are restricted. Those Data are identified in Request for Information M67854-23-I-2081, including all applicable Attachments. In consideration for receiving such Data, the Recipient agrees to use the Data strictly in accordance with this Agreement:

(1) The Recipient shall:

   a) use, modify, reproduce, release, perform, display, or disclose Data marked with government purpose rights legends only for the purposes of preparing a proposal in response to the pending release of Request for Proposal and shall not do so for any other purpose. The Recipient shall not release, perform, display, or disclose these Data, without the express written permission of the contractor whose name appears in the restrictive legend (the "Contractor"), to any person other than its subcontractors or suppliers, or prospective subcontractors or suppliers, who require these Data to submit offers for, or perform, contracts with the Recipient.

   b) require its subcontractors or suppliers, or prospective subcontractors or suppliers, to sign this use and non-disclosure agreement prior to disclosing or releasing these Data to such persons. The Recipient shall immediately inform the Government to whom they have released these Data and provide the Government with a copy of the non-disclosure agreement completed by its subcontractors or suppliers, or prospective subcontractors or suppliers.

   c) not disclose Data with Arms Export Control Act or International Traffic in Arms Regulation (ITAR) marking to foreign entities.

   d) comply with Distribution markings when releasing Data to its subcontractors or suppliers, or prospective subcontractors or suppliers.

   e) not share or disclose any documents marked Controlled Unclassified Information (CUI) without express written consent from the Contracting Officer or Contract Specialist for this RFI, as identified in beta.SAM.

(2) The Recipient agrees to adopt or establish operating procedures and physical security measures designed to protect these Data from inadvertent release or disclosure to unauthorized third parties.

(3) The Recipient agrees to accept these Data "as is" without any Government representation as to suitability for intended use or warranty whatsoever. This disclaimer does not affect any obligation the Government may have regarding Data specified in a contract for the performance of that contract.

(4) The Recipient may enter into any agreement directly with the Contractor with respect to the use, modification, reproduction, release, performance, display, or disclosure of these Data.

(5) The Recipient agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorney's fees, court costs, and expenses arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of Data received from the Government with restrictive legends by the Recipient or any person to whom the Recipient has released or disclosed the Data.

(6) The Recipient is executing this Agreement for the benefit of the Contractor. The Contractor is a third party beneficiary of this Agreement who, in addition to any other rights it may have, is intended to have the rights of direct action against the Recipient or any other person to whom the Recipient has released or disclosed the Data, to seek damages from any breach of this Agreement or to otherwise enforce this Agreement.

(7) The Recipient agrees to destroy these Data, and all copies of the Data in its possession, no later than 30 days after the date shown in paragraph (8) of this Agreement, to have all persons to whom it released the Data do so by that date, and to notify the Contractor that the Data have been destroyed.

(8) This Agreement shall be effective for the period commencing with the Recipient's execution of this Agreement and ending upon one year from execution. The obligations imposed by this Agreement shall survive the expiration or termination of the Agreement.

Recipient's Business Name_____

By_____   _____
Authorized Representative   Date

Representative's Typed Name_____

Representative's Title_____

Commercial and Government Entity (CAGE) Code_____

Unique Entity ID (UEI) Number _____